B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re <u>LEHMAN BROTHERS HOLDINGS</u> INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International ple

Name of Transferee

VR-LIW GmbH as Filing Entity on behalf of multiple holders of Lehman Programs

Name of Transferor

Amount of Claim: transferred amount -

US\$117,968,726,21 = US\$1,444,809,87

Court Claim # (if known): 55205

Date Claim Filed: 29 October 2009

1.22473974% of total claim

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International plc 25, Cabot Square, Canary Wharf, London E14 4QA

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801 Attn: Managing Clerk

Phone: +44 207 677 7974

E-mail: <u>Indistressed@morganstanley.com</u>

Phone: +212 530 1800

Phone: + 4930 25 92 45 314 Last Four Digits of Acct. #: n/a

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

566570.1/9999-00999

PAYMENT INSTRUCTIONS:

TO:

CHASE MANHATTAN NEW YORK, NY

SWIFT:

CHASUS33

ACCOUNT NAME:

MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: ACCOUNT NUMBER: 066617758 REF:

MSLNGB2X

Fixed Income

PAYMENT INSTRUCTIONS: EUR

TO:

CITIBANK N.A.

SWIFT:

CITIGB2L

ACCOUNT NAME:

MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT:

MSLNGB2X

ACCOUNT NUMBER: 12221071

IBAN:

GB15CITI18500812221071

REF:

Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS Authorised Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

By: Transferee/Transferee's Agent

Date:

1.4.2010

566570.1/9999-00999

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, VR-LIW GmbH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MORGAN STANLEY & CO. INTERNATIONAL PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55205 with blocking number CA15645 filed by or on behalf of VR-LIW GmbH as Filing Entity on behalf of multiple holders of Lehman Programs (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this **30** day of March 2010.

VR-LIW MBH

Name: Gunnar Mängel Title: General Manager

Gabelsbergerstr. 1a 59069 Hamm Germany

Phone: + 49 30 259 245 314 E-mail: <u>g.maengel@vr-liw.de</u> MORGAN STANLEY & CO. INTERNATIONAL PLC

Name:

Title:

BRIAN CRIPPS Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Purchased Claim

1.22473974% = \$1,444,809.87 of XS0252834576 claim of US\$117,968,726.21

(the outstanding amount of the Proof of Claim as of 30 March 2010).

Lehman Programs Securities to which Transfer Relates

Security LBHI Program Securities Bonds	ISIN/CUSIP XS0252834576 Block No. CA15645	Issuer Lehman Brothers Holdings	Guarantor N/A	Principal/Notional Coupon Amount EUR 1,000,000.00 FRN	Coupon	Maturity 5/4/2011	Accrued Amount (as of Proof of Claim Filing Date) EUR 14,684.93
)	Inc.					

Schedule 1-1

Vollmacht / Po	wer of Attorney
Vollmachtsgeber / Principal	
Raiffeisenbank Vilshofener Land eG	†
Stadtplatz 36 94474 Vilshofen an der Donau	
Germany	
(die "Vollmachtgeberin") / (the "Principal")	
VR-LIW GmbH (die "Bevollmächtigte"), eine Gesellschaft mit beschränkter Haftung mit Sitz in 59069 Hamm, Gabelsbergerstraße 1a, Registergericht: AG Hamm, HRB 6345,	liability company with its seat (Sitz) in
The second secon	Local Court of Hamm under HRB 6345,
vertreten durch ihren Geschäftsführer Gunnar Mängel	represented by its general managers Gunnar Mängel
wird hiermit	is hereby granted power of attorney to represent us
in Sachen / in the matter Raiffeisenbank Vilshofe Stadtplatz 36 94474 Vilshofen an der l Germany	
gegen / against Lehman Brothers Holdin	ngs Inc. and its affiliated debtors
Inc. und die ihr angeglie in den Vereinigten Staat	rderungen gegen Lehman Brothers Holdings derten Insolvenzschuldner en von Amerika / Enforcement of claims s Holdings Inc. and its affiliated debtors in the
Vollmacht erteilt.	
Die Vollmacht erstreckt sich auf jede gerichtliche und außergerichtliche Tätigkeit.	· • • • • • • • • • • • • • • • • • • •
2. Insbesondere ermächtigt sie zur	2. In particular, the power of attorney

APPRAISTE TACTION OF

41 AMAIMET

	Vornahme von allen Handlungen, im Zusammenhang mit dem Verkauf und der Übertragung von Lehman Programs Securities und allen damit zusammenhängenden Forderungen und Rechten. Die Vollmacht umfasst auch die Abgabe und Entgegennahme von einseitigen Erklärungen, auch gegenüber Behörden und anderen staatlichen Stellen.		provides authorization for acts of all types, with respect to the sale and transfer of Lehman Programs Securities and all connected claims and rights. The power of attorney also grants the power to make and receive unilateral declarations, including in relation to public authorities and other governmental offices.
3.	Die Bevollmächtigte darf sich Dritter zur Wahrnehmung ihrer Aufgaben bedienen und ist zu diesem Zweck berechtigt, Untervollmachten zu erteilen.	3.	The attorney may seek the assistance of third parties in carrying out its tasks and shall for that purpose be entitled to grant sub-powers of attorney.
4.	Die Bevollmächtigte wird hiermit von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuches BGB befreit.	4.	The attorney is hereby released from the restrictions provided for by sec. 181 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
5.	Im Falle von Abweichungen zwischen der deutschen Fassung dieser Vollmacht und ihrer englischen Übersetzung geht die deutsche Fassung vor.	5.	For the avoidance of doubt, the German version shall be decisive in case of any discrepancies between the German and the English version.
6,	Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und kann von beiden Parteien jederzeit schriftlich widerrufen werden.	6.	This power of attorney is governed by German Law and can be revoked in writing by either party at any time.

Vilshofen , den

29/40/70 (Datum/Date)

(Unferschrift / Signature)

United States B	ankruptcy Court/Souther	n District of New York		
	s Holdings Claims Proces	sing Center		CURITIES PROGRAMS
FDR Station, P.			PRO	OF OF CLAIM
New York, NY In Re:	10150-5076	Chapter 11	Filed USBC Co. II	
	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)		m District of New York Holdings Inc., Et Al.
Debtors.		(Jointly Administered)	08-13555	(JMP) 0000055205
Note: This fo	rm may not be used t	o file claims other than those		
based on Leh	man Programs Secur	ities as listed on		
http://www.le	ehman-docket.com as	of July 17, 2009	THIS SPACE	LY
Name and addre Creditor)	ss of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
		n behalf of multiple holders of Lehman	1 Programs Securities	Court Claim Number:
Gunnar Mängel (Gabelsbergerstra	General Manager) Be 1a			(If known)
59069 Hamm Germany				Filed on:
i i		***		i ned on.
Name and addre	ss where payment should	nail Address: g.maengel@vr-liw.de be sent (if different from aboye)		Charle this have if your
VR-LIW Gmbl	• •	oc sem (ii tumerem mom avove)		Check this box if you are aware that anyone else has filed a proof of claim
Gabelsbergerst				relating to your claim. Attach copy of statement giving particulars.
59069 Hamm	og : 4030/25 02 45 21 4 E	unit Address.		Succession group particulars.
4		nail Address: g.maengel@vr-liw.de		
Programs Securi	ties as of September 15, 2	008, whether you owned the Lehman	Programs Securities on Septen	the amount owed under your Lehman aber 15, 2008 or acquired them thereafter.
and whether such	h claim matured or becam	e fixed or liquidated before or after Se	eptember 15, 2008. The claim	amount must be stated in United States o more than one Lehman Programs Security.
you may attach a	schedule with the claim :	amounts for each Lehman Programs S	Security to which this claim rela	ites.
Amount of Clai	m: \$117,968,726.21	(Required)		
Check this	box if the amount of clain	includes interest or other charges in	addition to the principal amour	nt due on the Lehman Programs Securities.
2. Provide the	International Securities Ic	lentification Number (ISIN) for each	Lehman Programs Security to v	which this claim relates. If you are filing
which this claim	espect to more than one L relates.	ehman Programs Security, you may a	ttach a schedule with the ISINs	for the Lehman Programs Securities to
		The black and the		
International Se	ecurities Identification N	umber (ISIN): XS0252834576	(Required)	
3. Provide the Cl	learstream Bank Blocking	Number, a Euroclear Bank Electronic	Reference Number, or other d	lepository blocking reference number, as
appropriate (each	n, a "Blocking Number") : nthoider (i.e. the bank, bro	for each Lehman Programs Security fo eker or other entity that holds such sec	or which you are filing a claim. curities on your behalf). If you	You must acquire a Blocking Number are filing this claim with respect to more
than one Lehman				Programs Security to which this claim
relates.				
Clearstream Ba	nk Blocking Number, E	uroclear Bank Electronic Instructio	n Reference Number and or	other depository blocking reference
number.				
	nedule(page 1 to 4)	(Require	······································	
4. Provide the Cl	earstream Bank, Euroclea	r Bank or other depository participant	account mumber related to you	r Lehman Programs Securities for which participant account number from your
accountholder (i.	e, the bank, broker or other	er entity that holds such securities on	your behalf). Beneficial holder	s should not provide their personal account
numbers.	· · · · · · · · · · · · · · · · · · ·			
	Euroclear Bank, Clears redule (page 1 to 4)	tream Bank or Other Depository Pa		
 		(Required am Bank or Other Depository: By	·	FOR COURT USE ONLY
consent to, and a	re deemed to have authori	zed, Euroclear Bank, Clearstream Bai	ak or other depository to	FILED / RECEIVED
	ntity and holdings of Lehr is and distributions.	nan Programs Securities to the Debto	rs for the purpose of	
_		City also Live and City		OCT 2 9 2009
Date. 26 Oct 2009		filing this claim must sign it. Sign and terson authorized to file this claim and		00.20200
	number if different from	the notice address above. Attach cop		EPIO BANKRUPTCY SOLUTIONS, LLC
	any. Classe		Gunnar Mängel	
Ponaity	for presenting fraudulent	claim: Fine of up to \$500,000 or imp	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptey

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you
may either enclose a stamped self-addressed
envelope and a copy of this proof of claim, or you
may access the Claims Agent's system
(http://www.lehman-docket.com) to view your
filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Schedule for the notes with the ISIN Code:

XS0252834576

Calculation

Fixed interest rate:	4.00%
Method of interest calculation:	Actual/ Actual
Initial day of reckoning	5 May 2008
Original maturity day:	4 May 2011
Bankruptcy judgement day:	15 September 2008
Days of reckoning:	134
Exchange rate (EUR-USD)*:	1.423900

^{*} The exchange rate of 15 September 2008 is taken from the website www.reuters.com

Nominal amount x 4.00% x 134 days	יייים איייים
nterest Amount=	

Interest Amounta	I Committee	NOTIFIED WITHOUT A 4.00 /0 A 134 Days	+ udys	
		365 days		
Blocking Number	Blocking Number Account Number	Nominal amount	Nominal amount Amount of interest	Total amount of clair
6		in€	in€	in €:
CA15641	67160	1.000.000,00 €	14.684,93 €	1.014.684,93
CA15618	67160	200,000,00€	7.342,47 €	507.342,47
CA29064	67360	100.000,00 €		101.468,49
CA15784	67160	1.000.000,00 €	14.684,93 €	1.014.684,93
CA15771	67160	250.000,00 €	3.671,23 €	253.671,23
CA29057	67360	≥00'000'005	7.342,47 €	507.342,47
CA14342	67160	1.000.000,00 €	14.684,93 €	1.014.684.93
CA15696	67160	2.500.000,00 €	36.712,33 €	2.536.712,33
CA15766	67160	2.000.000,00 €	29.369,86 €	2.029.369,86
CA15781	67160	1.000.000,00 €	14.684,93 €	1.014.684,93
CA15787	67160	2.000.000,00 €	29.369,86 €	2.029.369,86
CA15646	67160	1.000.000,00 €	14.684,93 €	1.014.684,93
CA15637	67160	2.000.000,00 €	29.369,86 €	2.029.369,86
CA15686	67160	1.000.000,00 €	14.684,93 €	1.014.684,93
CA15642	67160	500.000,00€	7.342,47 €	507.342,47
CA15785	67160	1,000,000,00 €	14.684.93 €	1 014 684 93

\$1.444.809.87 \$722.404.94 \$1444.809.87 \$361.202.47 \$722.404.94 \$1.444.809.87 \$2.889.619,75 \$2.889.619,75 \$2.889.619,75 \$1.444.809.87 \$7.22.404.94 \$1.444.809.87

*Total amount of claim

TOUR PROPERTY OF THE PROPERTY	Blocking Number Account Number		The same of the sa		
Barrier Britania		in€	in €	in €:	in \$:
CA29066	67360	500.000,00 €	7.342,47 €	507.342,47 €	\$722.404,94
CA15789	67160	2.500.000,00 €	36.712,33 €	2.536.712,33 €	\$3.612.024,68
CA32713	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809,87
CA15783	67160	2.000.000,00 €		2.029.369,86 €	\$2.889.619,75
CA57394	67160	100,000,00€	1.468,49 €	101.468,49 €	\$144.480,99
CA15768	67160	500,000,00€	7.342,47 €	507.342,47 €	\$722.404,94
CA15622	67160	500,000,00€		507.342,47 €	\$722.404,94
CA15609	67160	200.000,00€		202.936,99 €	\$288.961,97
CA15614	67160	500,000,00€	7.342,47 €	507.342,47 €	\$722.404.94
CA15689	67160	50.000,00 €	734,25 €	50.734,25 €	\$72.240,49
CA15649	67160	100,000,00 €	1	101.468,49 €	\$144.480.99
CA15684	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1,444,809,87
CA15681	67160	2.000.000,00 €	29.369,86 €	2.029.369.86 €	\$2.889.619.75
CA15644	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809.87
CA15619	67160	2.000.000,00 €	29.369,86 €	2.029.369,86 €	\$2.889.619,75
CA14343	67160	3.000.000,00 €	44.054,79 €	3.044.054,79 €	\$4,334,429,62
CA15635	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809.87
CA15615	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809,87
CA15611	67160	2.000.000,00 €	29.369,86 €	2.029.369,86 €	\$2.889.619,75
CA15687	67160	2.000.000,00 €	29.369,86 €	2.029.369,86 €	\$2.889.619,75
CA15685	67160	2.500.000,00 €	36.712,33 €	2.536.712,33 €	\$3.612.024,68
CA15779	67160	5.000.000,00 €	73.424,66 €	5.073.424,66 €	\$7.224.049,37
CA15775	67160	5.000.000,000 €	73.424,66 €	5.073.424,66 €	\$7.224.049,37
CA29060	67360	2.000.000,00 €	29.369,86 €	2.029.369,86 €	\$2.889.619,75
CA15608	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809,87
CA15645	67160	· 1.000.000,00 €	14.684,93 €	,	. \$1.444.809,87
CA29055	67360	1.000.000,00 €	14.684,93 €	1.014.684,93 €	
CA57395	67160	800.000,00 €	11,747,95 €		\$1.155.847,90
CA15776	67160	3.000.000,00 €	44.054,79 €	3.044.054,79 €	\$4.334.429,62
CA76161	67360	500.000,00 €	7.342,47 €	507.342,47 €	\$722.404,94
CA76162	67360	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809,87
CA76163	67160	1.500.000,00 €	22.027,40 €	1.522.027,40 €	\$2.167.214,81
CA14341	67160	550.000,00 €	8.076,71 €	558.076,71 €	\$794.645,43
CA15755	67160	1.500.000,00 €	22.027,40 €	1.522.027,40 €	\$2.167.214,81
CA32712	67160	2.000.000,00 €		2.029.369,86 €	\$2.889.619,75
CA14344	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809,87
CA15620	67160	1.000.000,00 €	14.684,93 €	1.014.684,93 €	\$1.444.809,87
CA29054	67360	3.000.000,00 €		3.044.054,79 €	\$4.334.429,62
CA15640	67160	1.000.000,00 €		1.014.684,93 €	\$1.444.809,87
CA15623	67160	1.000.000,00 €	14.684,93 €		\$1,444.809,87
CA14345	67160	1.000.000,00 €	14.684,93 €		\$1.444.809,87
	Total	81.650.000.00 €	1,199,024,66 €	82 849 D24 66 F	\$117 QGR 726 21

Reservation of Rights

- 1. VR-LIW GmbH as Filing Entity claiming on behalf of multiple holders of Lehman Programs Securities ("Claimant") expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
- 2. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.
- 3. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBHI, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.

- 4. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from LBHI, its affiliated entities or any other person or persons, upon rights, claims, and monies.
- 5. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

26 OCT 2009

Date

Signature

Gunnar Mängel (General Manager)

VR-LIW GmbH Gabelsbergerstr. 1a 59069 Hamm Germany

Registry court: AG Hamm, HRB 6345 VAT-Ident-Number DE262892384

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